

Great South Bay Surgical Associates

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 John W. Francfort, M.D., P.C.
 Michael J. Sacca, M.D., P.C.
 Lynndey C. Cook, R.P.A., P.C.

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*Good Sam
 contract*

April 18, 2006

Neelu Pal, M.D.
 20 River Court #809
 Jersey City, NJ. 07310

Dear Dr. Pal:

We are very pleased that you will be coming to Long Island and work with our group. We very much look forward to your arrival. This letter represents an agreement between yourself and the Great South Bay Surgical Associates for the purposes of employment.

1. Once you begin employment your salary of ~~\$225,000.00~~ ^{\$225,000.00} may be drawn by check every two weeks or on a monthly basis whichever you prefer. Of course the mandatory Medicare, federal and state taxes will be removed from the amount prior to issuing you a check. Your employment begins once you have been granted surgical privileges at both Good Samaritan and Southside Hospitals and have begun to see patients and take call.
2. Malpractice. An occurrence malpractice policy will be purchased for you and will not affect your salary. This policy will not require tail payments should you ever decide to leave the practice.
3. Salary bonus. Your first-year salary is ~~\$225,000.00~~ ^{\$225,000.00}. You have a potential to earn a bonus of up to 25,000 in years two, three and four depending on your productivity and gross receipts. This bonus is calculated after reviewing your gross receipts, malpractice costs, your salary and overhead costs. (Overhead costs include the share of office expenses attributed to your use including but not limited to office rental, telephone, secretaries, nurses, electrical and computer services, billing, accounts receivable and collections, accounting costs, equipment costs, etc.)
4. Contract length. This employment agreement may be terminated by either party with three months notice without penalties at any point during the four years. It is anticipated

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that upon mutual approval of all parties that you should be in a position to become a partner upon completion of the fourth year. At that time no buy in will be required. At that point you will form your own PC to join the association of PCs called the Great South Bay Surgical Associates and Vascular Lab.

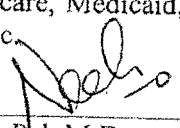
5. Health, disability and life insurance. You have indicated that you are not in need of health-insurance and your salary has been adjusted upward to reflect this fact during the first year. Disability and life insurance are not covered expenses and are items you should purchase, depending on your personal needs.

6. Vacation, sick time, maternity leave, family leave. You will be allotted four weeks per year for years one and two and five weeks per year during the third and fourth years of your contract for vacation, sick time, maternity or family leave. As a physician with patient and on-call responsibilities we ask you to minimize any additional time off to that which is absolutely necessary since there is no compensation for time off taken over and above your allotted schedule in this contract.

7. Official on-call responsibilities. Each physician in the association has first and second call assignments. You will be given six first calls and six second calls per month of coverage. You will be expected to first assist in the operating room on normal working days in addition to day you are on call. You will be given assigned office hours for you to see pre-and postoperative patients and consultations.

8. Restrictive covenant. It is anticipated that you will after four years become a partner in Great South Bay Surgical Associates and Vascular Lab. However if you leave the practice prior to that it is understood that you will not practice at Southside Hospital or Good Samaritan Hospital as a surgeon. Your office may not be located within 10 miles of either hospital for a period of three years. Should you fail to follow these covenants and work at these hospitals or have a practice within 10 miles of these hospitals you will be required to pay a sum of \$500,000 to Great South Bay Surgical Associates.

9. We would appreciate you providing our office manager Denise Bellow a copy of your New York State license, your board certificate and any insurance plan numbers to which you currently belong including, but not limited to, Medicare, Medicaid, Blue Cross and Blue Shield, Aetna US Healthcare, United Health Care, etc.



Neelu Pal, M.D.

This contract is provided to you so that you may have a good understanding of our relationship and your future here with all of the physicians. If there is anything we can do to help expedite or smooth the transition please let us know and we will do our best.



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Ellen C. McCormick, M.D., P.C.
John M. Simon, M.D., P.C.
Edward M. Timmins, D.O., P.C.

April 14, 2006

Dr. Pal:

I have enclosed credentialing packets for both Southside and Good Samaritan Hospitals. Please fill them both out and get back to me as soon as possible. The office will pay the credentialing fees for the hospitals.

We are all very happy that you have decided to join our family at Great South Bay Surgical Associates.

If you have any questions please contact me at 631-321-4719.

Thank you.

Sincerely yours,

John M. Simon, M.D., F.A.C.S.

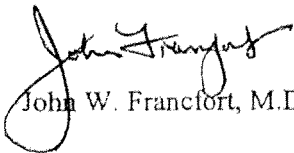
JMS/la

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Please remember that the hospital bylaws require you to live within a 30 minute driving distance. Because we take call at the emergency room it would be in your best interest to have a home relatively close to the institutions at which we practice to make your on-call evenings and your daily commuting easier.

Please forward the original to us after you have signed it and we will mail back a copy to you. We hope to see you soon.

Sincerely yours,



John W. Francfort, M.D., F.A.C.S., P.C.

JWF:sb
10-00186397.doc

cc: John M. Simon, M.D., F.A.C.S, P.C.
cc: John F. Gallagher, M.D., F.A.C.S., P.C.
cc: Ellen McCormick, M.D., F.A.C.S., P.C.
cc: Edward Timmins, D.O., F.A.C.S. P.C.
cc: Michael J. Sacca, M.D., F.A.C.S. P.C.